

Coble Farm II Homeowners Association

Homeowner's Handbook

This handbook is intended to be a reference guide that each homeowner should keep in a convenient location. Please give this document to any future owner or renter of this home.

(Revision #1 -- 3/7/06) (JSF-06-315)

This document and its contents are provided for guidance of the Homeowners Association and consideration of the homeowners and management companies as may be retained by the Association. It is NOT, in any way, intended to supplant or set precedent beyond the Declaration of Covenants, the Articles of Incorporation and the Bylaws as recorded in the Guilford County Courthouse. The recorded declaration remains in full force and effect and is available for public review in deed book 5231, pages 1883 through 1931.

This handbook was approved by the Board of Directors of Coble Farm II Homeowners Association on March 14, 2006.

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Welcome to Coble Farm II

We hope this handbook will help our homeowners and residents better understand living in this community. There are 50 town homes here, placed in close proximity to one another. Part of living in a planned community is abiding by the rules. The purpose of the rules and regulations is to insure everyone's safety, and to promote the enjoyment and proper maintenance of the community, and to protect and enhance the value of each owner's investment. Consideration for neighbors, cooperation and good, old-fashioned manners are essential if we are all to enjoy our community.

All homeowners and residents must understand that the Covenants & Bylaws of the Association, as well as this Handbook from the Board of Directors, place certain restrictions on making changes to the exterior of our homes and on use of the Common Area. These restrictions are necessary to maintain the good appearance, property values and pleasant lifestyle within our community at a minimum cost and concern to the homeowners.

Use of each unit is restricted to residential dwellings. Commercial enterprises are not permitted.

All unit owners who are absent from their unit for more than 2 weeks at a time must provide the **Management Agent** with an alternate address and phone number for emergency responses.

Managing Agent

Coble Farm II is managed by Lambeth Management and Realty. The contact person is Scott Lambeth. Feel free to contact his office at 288-4944 or 869-5849 between the hours of 10:00 AM and 4:00 PM, Monday through Friday for routine requests. After hours emergency calls will be handled through an answering service using these same numbers.

Your Managing Agent, who is hired by and reports to the Board of Directors, supervises day-to-day operations. The Managing Agent is responsible for supervising exterior repairs, sidewalk maintenance, landscape maintenance, snow removal and other routine maintenance of common areas. When you feel your home or the Association grounds need exterior repair or maintenance, you should fill out and submit an action form. The Managing Agent has the authority to make the repairs in many cases or will refer you to an outside company if the responsibility is the homeowner's.

Emergency repairs will be made as soon as practical. However, in less pressing cases, the Managing Agent will note your concerns but will probably plan for the work to be done later based on Association-wide schedules set by the Board of Directors. If the Managing Agent feels your problem needs quicker attention, he / she will bring your maintenance concerns to the Board meetings for discussion and decision-making.

Board of Directors

The Association is governed by a six (6) member Board of Directors elected by the homeowners. Directors serve two-year terms, staggered to achieve continuity. At least three directors are elected each year from the candidates nominated. Any member, in good standing, of the Association whose dues are fully paid is welcome to be nominated or to nominate herself / himself to be elected to the Board.

The Board elects the following officers from its members: President, Vice President, Secretary and Treasurer. Other Directors have committee responsibilities.

Directors are your neighbors, volunteering their time, energy, or expertise to maintain and improve our neighborhood. They deal with exterior and Common Area concerns, not concerns within the walls of your homes. Directors are advised by our attorney not to get involved with personal, family, or neighbor issues. Individual homeowners must deal with their own personal, family, or neighbor issues just as they would in a neighborhood of single-family homes.

Annual Meetings

An Annual Meeting is held in November of each year, at which time a summary of the year's activities is given to the homeowners. Members of the Board of Directors for the coming year are elected at the Annual Meeting. All homeowners are encouraged to attend and to vote. A written notification of the meeting location, date and time is sent to each homeowner, by U.S. mail at least thirty (30) days in advance of the meeting. Also included will be information concerning any other business to be conducted and a proxy to be returned if you cannot attend.

Board Meetings

The Board of Directors meets with the Association manager to conduct the affairs of the Association. If you have questions / requests / concerns that you would like to present to the Board, please fill out and submit an action request form. If you wish to personally present an issue at a Board meeting, contact the Association Manager or the Board President with a written request to be placed on the agenda.

Open meetings for the community will be held periodically. Homeowners will be notified fifteen (15) days in advance of these meetings.

Architectural Control

To make any change whatsoever to the exterior of your home, such change must be requested in writing through the Management Agent, and you **must receive written approval** by the Board of Directors and/or the Architectural Control committee **prior to** making the changes.

This requirement helps to maintain some sense of architectural consistency and structural integrity. The homeowner must present the request in writing, along with a drawing and pictures of the proposed change and should **allow thirty (30) days** for the Association's response.

Items such as storm doors, fences and satellite dishes may only be installed with written approval from the Board of Directors and/or the Architectural Control Committee. The location of a satellite dish must be approved by the Architectural Control Committee prior to installation. Requests must be submitted on the appropriate forms, which are included as attachments to this document.

All additions and / or alterations are subject to final inspection and approval by the Association Board of Directors or Architectural Control Committee.

Insurance

The Association purchases and maintains insurance coverage, as outlined in the Declaration of Covenants, for the benefit of the Association and all homeowners. The Association maintains insurance coverage on the exterior of all buildings and improvements on the common area. The premiums are paid for by the Association and are included in the monthly homeowner dues.

Individual homeowners should maintain an HO6 policy to cover their contents and should discuss additional coverage with their insurance agent to ensure that coverage limits are adequate and that any upgrades are covered.

Association Dues and Fees

The fiscal year of the Association is the same as the calendar year. Association dues are based on the operating needs of the Association and an assessment of the funds needed for capital reserves. A proposed budget is prepared in the fall of each year and Association Dues are set to cover anticipated operating expenses and capital reserves for long term major expenses such as painting, paving, roofing, major landscaping, grounds improvement, and damage, etc.

Payment of Dues

Dues are payable on the first day of each month and may be prepaid. Automatic draft of dues from your checking account is available by contacting the Managing Agent to complete the necessary paperwork. Coupon books are provided for those choosing not to use the bank draft method of payment. Check amounts must match the total of the coupons enclosed with the payment.

For accounts that are past due, reminder notices are sent on the 16th of each month (or the next business day thereafter). At that time a late fee of \$25.00 is added to all delinquent accounts. All association fees, interest, and legal fees involved in the collection of late payments are the responsibility of the delinquent homeowner. The Association retains an attorney for collection of accounts that are more than 60 days past due. All collection fees are assessed to the Homeowner's account. Delinquency can result in loss of all Association privileges and can lead to the eventual foreclosure of the property.

Association dues are reviewed annually as part of the budget process. If an increase is necessary, homeowners will be notified 30 days in advance of the first payment due date.

Common Area Maintenance

The Association is responsible for the lawns, trees, water lines, sewer lines, and other services on the common Area. If you have concerns about the grass, trees, shrubs, mowing, pruning, weeding, or snow removal on the Common Areas, please contact the Management Agent.

Residential Landscaping

The Association is responsible for all shrubbery and provides year round weeding and yearly distribution of pine needles in the bedded areas, as well as pruning on a predetermined schedule. Please contact the Managing Agent to discuss any landscaping issues.

You may plant flowers in the front and rear (if applicable) beds of your lot. You must obtain written permission from the Association before you make any substantial change to be sure it does not interfere with normal lawn maintenance. The homeowner is responsible for maintaining such areas.

Nothing can be planted in the Common Area without prior written approval from the Architectural Control Committee. Plantings in the Common Area become the property of the Association.

If you receive written approval from the Architectural Control Committee and install a fence, maintenance of the area inside the fence becomes the responsibility of the homeowner rather than of the lawn maintenance company.

Snow Removal

The Association contracts with our lawn maintenance service, or an independent contractor, for snow removal when necessary. Since weather events vary greatly, snow removal decisions are made on an event by event basis, where the snow conditions and weather forecasts are monitored to determine what action is appropriate. Ice melt will be put out around cluster mailboxes and other high-risk areas when conditions warrant.

Garbage Removal & Recycle Service

Garbage removal service is provided on Tuesday of each week. All garbage bags (securely tied) or secured receptacles (not loose trash) should be placed at curb side no earlier than the evening prior to pick up and should be returned to your garage no later than the evening of the pick up day. Please clean up any spilled trash so our community is clean and neat. **No trash or recycle receptacles are to be stored in your driveway or in front of your home.**

Recycle service is provided on an “every other” Tuesday schedule. Recycle containers should be placed at curb side along with normal Tuesday garbage receptacles. Recycle containers should be clearly identified as “Recycle” and should contain only normal recycle items such as glass bottles & containers, plastic bottles & containers, metal cans

& containers, cardboard, newspapers, etc. As with garbage containers, all recycle containers are to be placed at curb side no earlier than the evening prior to pick up, and returned to your garage no later than the evening of the pick up day.

Pets

Pets are welcome at Coble Farm II, however, pet owners are responsible for their pets. Pet owners are required to immediately clean up after their pets, regardless of the location.

Pets are not allowed to be loose in Coble Farm II as defined in Greensboro's leash laws as well as the Coble Farm II Covenants. While outside, pets are required to be on a leash and under the owner's control.

Chained animals must be restricted to the owner's premises. Chaining of animals on Common Areas is not permitted.

Any homeowner at Coble Farm II has the right to request Animal Control services from the City of Greensboro. To report violations of City or County animal control regulations, contact **Animal Control at 641-5990.**

Parking

Each home is entitled to parking spaces consisting of the attached garage and driveway. Additional parking spaces in the Common Areas are provided for visitors and are owned and maintained by the Association. On-street parking is not permitted. Parking on the sidewalks or on the grass is prohibited at all times. If an improperly parked vehicle or other situation interferes with your personal parking, it should be reported to the Managing Agent.

Vehicles that interfere with emergency access, or which block access to fire hydrants or mailboxes will be towed immediately.

Trailers, motor homes, campers, boats, jet skis, ATVs, large trucks, oversized commercial or construction vehicles and unlicensed or inoperable motor vehicles are not to be parked or stored outdoors within the community. All vehicles must display current, valid registration and inspection decals.

Repeat violators of the parking policy, those continuing to park improperly, as well as vehicles that do not display current registration and inspection stickers, are inoperable or otherwise appear to be abandoned are subject to towing.

All towing is at the owner's expense.

Personal Property

Personal property (such as bicycles, toys, grills, etc.) may not be left or stored on the common area. It may prove dangerous to others, slow our grounds maintenance efforts, or be considered unattractive by neighbors. If personal property is left in the common area, it will be removed by the Association and the homeowner will be billed for that cost.

Please Watch Your Speed

Posted speed limit is 25 miles per hour throughout the community, but congestion and weather conditions as well as the presence of children and pedestrians frequently dictate that a lower speed is appropriate. Please be considerate and keep the safety of all residents and guests in mind.

Children

We welcome children of all ages. We urge you to talk frequently with your family about the responsibilities we all share while living as a community. Please help children understand that in a community such as this, a healthy respect for neighbors and their property is essential. Children's toys and play equipment should be kept inside when not in use. If left out, these may be removed by the Association as they impede mowing and maintenance, and could increase the risk of injury.

Mailboxes

Mailboxes are a part of the common area. Any problems regarding stability or use (maintenance) by the homeowner or the U.S. Post Office should be reported to the Managing Agent for repair. Timely reporting of any problem is the responsibility of individual homeowners.

Pest Control

The Association has made arrangements with a pest control and termite protection provider for routine service. Appropriate treatment for seasonal pests is provided around the exterior of all buildings on a continual and rotating basis throughout the year. Currently, this service is provided for selected buildings in the community every Monday. The provider determines the rotating schedule. Termite protection is on-going with annual inspections and appropriate treatment(s) determined by the service provider. Termite protection includes termite elimination and repair of any resultant termite damage. The cost of pest control and termite protection is accepted as an Association responsibility, and the cost of these services is included in the Association's annual budget (obviously funded by homeowner dues).

All interior pest problems are the responsibility of the homeowner. However, as the pest control provider's time on a given Monday permits, and on a first come first serve basis, the pest control provider will provide interior pest control service for homeowners who schedule such service in advance through the provider's home office. Contact telephone

numbers for the pest control provider can be obtained through the Managing Agent's office.

As an additional note, the Association has chosen to use pine needles in the bed areas, as some incidence of termites have been caused by using mulch that may come in contact with outside wood surfaces.

Excessive Noise

Every homeowner has the right to quiet enjoyment of his or her property. Unreasonable noises or actions (i.e. loud music, barking dogs, wind chimes, etc.) or any other nuisance or illegal activity will not be permitted.

Signs, Flags and Decorations

Flags and signs are not allowed on the exterior of homes (including political and for sale or rent signs). Security service signs may be placed adjacent to your unit, in the ground, not affixed to the brick or siding. For Sale signs should be displayed inside a window or may be inside a storm door if one has been installed.

Holiday decorations are allowed but must be removed within 14 days following the holiday.

Painting

The door trim and other exterior paintable surfaces of our homes are painted by the Association. The homeowner will be charged for the cost of repairs to those surfaces where damage is determined to have been caused by negligence or abuse.

Plumbing Problems

If there is a plumbing problem in which the location of the difficulty cannot be determined, it is the responsibility of the homeowner to initiate repairs. If the source of the problem is within or under the home, the homeowner will be responsible for the repairs.

If the homeowner's plumber determines that the source of the problem is in the Common Area the homeowner should continue making the repairs, but should notify the Managing Agent immediately as the Association may be responsible for paying usual and reasonable charges for the work done by the homeowner's plumber.

Ownership and Responsibilities

What You Own

As an individual homeowner, you own, from and including the exterior walls of your home inward, the interior space and contents and the land underneath your home. You also own the land a certain number of feet out from the foundation of your home, as defined in your plot plan and deed.

Common Area that the Association Owns

As a member of the Association, you with the other homeowners also own all of the common property owned by the Association. This includes all areas not included in the paragraph above (**What You Own**), the shrubbery, the common lawn, all paved streets and parking areas, water lines, lampposts, trees, sidewalks, mail boxes, etc.

Maintenance Responsibilities

Responsibilities of the Unit Owner

While some sellers of real estate might tell you that you are buying into a “maintenance free” home, that is not completely true. Both the Association and the individual homeowners have obligations described in our documents, some of which are listed here. Certain items are always the responsibility of the homeowner to repair or replace. Such items include but are not limited to:

1. All interior maintenance including but not limited to:
 - a. Plumbing problems including outside faucets on the front, rear and in the garage
 - b. Basement leakage or flooding from the foundation footing drain tile, sunken patio drainage or sump pump failure (if applicable).
 - c. Electrical problems with all metered circuits within the units.
 - d. Heating and air conditioning systems.
 - e. Exhaust and ventilation systems, including all duct work.
 - f. Sump pumps and external discharge.
 - g. Vermin and pest control including mice, wasps, ants, spiders, termites, roaches, and other insects (except as discussed under **Pest Control** above).
 - h. All painting within the unit.
2. Certain exterior maintenance including:
 - a. Outside entry doors including glass, frames and weather seals.
 - b. Outside windows including glass, screens, frames and weather seals.
 - c. Garage door including panels, all mountings opening and locking hardware, weather stripping and automatic door openers (if applicable).
 - d. All owner installed items and options such as but not limited to optional end unit side patios, rear patio additions, window well covers, gas grills, storm doors, rear and side patio lights and fixtures, etc.
 - e. Keeping the area surrounding the unit free from trash, paper and other debris.
3. Insurance on unit upgrades and personal content.
4. Payment of real estate taxes assessed on the unit.

Even though the home owner is individually responsible for these items, each owner must obtain written permission from the board before making modifications. Permission is rarely refused as long as the change is within the parameters of maintaining the architectural consistency and structural integrity of the complex.

Responsibilities of the Association

1. Infrastructure and Common Area Maintenance Includes:
 - a. Insurance: The Association will obtain and maintain insurance coverage for the replacement of the building structure and the common areas. (H06 insurance coverage on internal contents, unit upgrades and any personal property is the responsibility of the unit owner.)
 - b. Sewer lines external to the unit.
 - c. Water lines external to the units.
 - d. Community streets, curbs and public walkways.
 - e. Street lighting.
 - f. All turf areas, trees and landscaping in common areas.
 - g. Lawn irrigation system.
 - h. Mail boxes

2. External Building Maintenance Includes:
 - a. Wood and vinyl siding repairs as needed.
 - b. Roof repairs as required including flashing.
 - c. Outside vents, limited to replacement and / or cleaning of the outside vent.
 - d. Rain gutter and downspout repairs or replacements (if applicable).
 - e. Skylight repair or replacement (if applicable).

Procedures Regarding Resale or Leasing of Units

In the event of any resale of a unit, the following procedures should be followed:

1. A written notification should be sent to the Managing Agent when the unit is available for resale.
2. If you are no longer residing in the unit, an alternate address and phone number must be provided to the Managing Agent.
3. Units may be listed through an agent or broker, but keep in mind NO signs may be displayed on the grounds of your unit. Signs must only be displayed in a window or behind a storm door, if one is installed.
4. If a paid assessment letter is needed, a minimum 14-day notice is required.
5. After your unit is sold, a copy of the closing statement must be sent to the Managing Agent for the name transfer on the account.

Leasing of your unit:

1. Unit owners intending to lease their unit must provide the Managing Agent with an alternate address and phone number of the unit owner.
2. The owner must also provide the Managing Agent with the name and phone number of the tenants residing in the unit and the length of the lease.

Coble Farm Homeowners Association

Architectural Committee
c/o Lambeth Management
PO Box 8071
Greensboro NC 27419

ALTERATIONS AND ADDITIONS SPECIFICATIONS

Applicant's Name _____
Address _____ Greensboro _____ NC _____ 27410
City State Zip
Home Phone: _____ Work Phone: _____ E-mail: _____

Description of Alteration or Addition:

SIZE: _____ SUPPLIER: _____
APPROXIMATE COST: _____ CONTRACTOR: _____
License Number _____

A sketch or drawing of your proposed addition or alteration must be attached to this application. Please show as much detail as possible and include location in reference to your unit. A copy of your plat of survey must be included if this alteration is external to your home.

As of the approval date of this alteration, I accept full responsibility for the altered area and agree to maintain it in a safe and presentable condition.

All installations are subject to inspection by the HOA Board / Architectural Committee

Applicant's Signature: _____ Date: _____

For Office Use Only:

Date Received: _____ By: _____
Date Approved: _____ By: _____

Reason for Disapproval: _____

Attachment 1 – Alteration and Addition Request

FENCE SPECIFICATIONS

We have established the following guidelines for any homeowner wishing to install a fence on their property.

- 1) **SIZE:** Only **6' high** and extend out **11' in length** from the **predominant rear building line**.
According to the Declaration of Covenants Article VII Page 11-12.
- 2) **STYLE:** Vinyl
- 3) **COLOR:** White
- 4) The homeowner will contact all local utility companies to verify the location of underground utility lines. If fences are installed over any underground utilities, the homeowner should understand that the utility companies have the right to remove your fence in the event repairs are on a line are necessary. The utility company will not be responsible for any damage, or reinstalling your fence.
- 5) Your fence will not restrict a neighbor or utility company's reasonable access path (5' 0" wide or more of level ground outside the fence) from the back of the fence to both sides of the home.
- 6) After installing your fence, the homeowner is then responsible for maintaining the inside of the fence including the lawn area.
- 7) The fence is only allowed within your deeded property. A copy of your plat must be included.
- 8) The fence location will not impede storm water flow, especially storm water in swales. If it does the homeowner will be responsible for all costs to correct.
- 9) The homeowner must obtain any and all necessary permits and governmental approvals.
- 10) Your fence cannot block any existing drain pattern.

I have read the above guidelines and understand that if the installation of my proposed fence is not in full compliance with the above, that I will be asked to remove or correct the errors at my expense.

All Installations are subject to inspection by the HOA Board / Architectural Committee

Homeowner's signature: _____

Name: _____ Tel No : (336)- _____

Address: _____

City: Greensboro State: NC Zip: 27410

Email: _____

NOTE: DO NOT MAKE ANY CHANGES OR ALTERATIONS UNTIL YOU HAVE WRITTEN APPROVAL FROM LAMBETH MANAGEMENT. IN ORDER TO RECEIVE APPROVAL, YOUR MUST SUBMIT THE FOLLOWING:

- 1) **A signed copy of this form.**
- 2) **A copy of your plat of survey, with the fence lines sketched in with dimensions.**
- 3) **A drawing showing the planned view of the fence layout with all dimensions noted.**

For Office Use Only:

Date Received: _____ **Approved:** _____ **Denied** _____
Date Approved _____ **By:** _____

Attachment 2 – Fence Request

Architectural Committee
c/o Lambeth Management
PO Box 8071
Greensboro NC 27419

SATELLITE DISH SPECIFICATIONS

We have established the following guidelines for any homeowner wishing to establish a satellite dish:

- 1) Satellite dishes may **not** be larger than **18"** **(Without a detailed explanation)**
- 2) You may not install your satellite dish to your building, roof, decks, patio or any other structure on your building.
- 3) Your satellite dish must be installed on a **3 ft. pole in back of your home** as close to your home as possible.
- 4) If your satellite dish is installed over any underground utilities, the homeowner should understand that the utility companies have the right to remove your dish in the event of repairs, also the utility companies are not responsible for damage to your dish. **(before installation, your installers must check for underground lines before digging)** Utility companies are not responsible for re-installing or repairing your dish.
- 5) Exercise care around landscape material.

If you install your satellite dish and do not follow these guidelines you may be asked to remove the dish at your expense.

NOTE: If after installation, your not getting satisfactory reception, contact your installer and submit your alternate plan in writing to Lambeth Management & Realty.

I have read the above guidelines and understand that if the installation of my proposed satellite dish is not in full compliance with the above, that I will be asked to remove or correct the errors at my expense.

All installations are subject to inspection by the HOA Board / Architectural Committee

Homeowner's signature: _____

Name: _____ Tel No : (336)- _____
 Address: _____
 City: Greensboro State: NC Zip: 27410
 Email: _____

- NOTE: DO NOT MAKE ANY CHANGES OR ALTERATIONS UNTIL YOU HAVE WRITTEN APPROVAL FROM LAMBETH MANAGEMENT.**
IN ORDER TO RECEIVE APPROVAL, YOUR MUST SUBMIT THE FOLLOWING:
- 1) A signed copy of this form.
 - 2) A drawing showing the planned location of the satellite dish and your home.

For Office Use Only:

Date Received: _____ Approved: _____ Denied _____
 Date Approved: _____ By: _____

Attachment 3 – Satellite Dish Request

Architectural Committee
c/o Lambeth Management
PO Box 8071
Greensboro NC 27419

STORM DOOR SPECIFICATIONS

We have established the following guidelines for any homeowner wishing to install a storm door:

- 1) Door must be **full view plain glass**.
- 2) Door must be trimmed in **white**.
- 3) Door must have **brass** lever latch.

If you install your door and do not follow these guidelines you may be asked to remove the door at your expense.

I have read the above guidelines and understand that if the installation of my proposed door is not in full compliance with the above, that I will be asked to remove or correct the errors at my expense.

All Installations are subject to inspection by the HOA Board / Architectural Committee

Homeowner's signature: _____

Name: _____ Tel No : _____
 Address: _____
 City: Greensboro State: NC Zip: 27410
 Email: _____

**NOTE: DO NOT MAKE ANY CHANGES OR ALTERATIONS UNTIL YOU HAVE WRITTEN APPROVAL FROM LAMBETH MANAGEMENT.
IN ORDER TO RECEIVE APPROVAL, YOUR MUST SUBMIT THE FOLLOWING:**

- 1) A signed copy of this form.
- 2) A detailed description of your proposed door.

For Office Use Only:

Date Received: _____ **Approved:** _____ **Denied** _____
Date Approved: _____ **By:** _____

Attachment 4 – Storm Door Request